

TheBANKSM of Edwardsville

Member FDIC

RECEIVED
SURFACE TRANSPORTATION
BOARD

Montclair Center • 300 Montclair Avenue • Edwardsville, IL 62025
618/656-0057 • Fax 618/656-1989

JAN 5 2 50 PM '98

December 8, 1997

Surface Transportation Board
Reconciliation Unit
ATTN: Janice Fort
1925 K Street, Suite 1700
Washington, D.C. 20423

RECORDATION NO. 21137 FILED

JAN 5 '98 2-50PM

RECORDATION NO. 21137-A, B FILED

JAN 5 '98 2-50PM

RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Ms. Fort:

Please find enclosed our Cashier's Check no. 4813297424 in the amount of \$72.00 which represents the fee to record the enclosed documents in the name of Southern Illinois Railcar Company, L.L.C. Please record the enclosed documents (Assignment of Lease, Financing Statement and Notice of Security Interest and Memorandum of Assignment of Lease between Southern Illinois Railcar Company, L.L.C., with an address of 505 Buckeye Drive, Troy, IL 62294 and Rocky Mountain Transportation Services, with an address of 2460 West 26th, Suite 250 C, Denver, CO 80211) and return to my attention by using the enclosed postage-paid envelope. If you have any questions, please contact me at (618) 659-6288. Thank you for your help on this matter.

Sincerely,

Michele Laws

Michele Laws,
Loan Secretary to
Daniel L. Abegg,
Assistant Vice President

DLA/ml

Enclosures

RECORDATION NO. 21137 FILED
JAN 5 '98 2-50PM

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, SOUTHERN ILLINOIS RAILCAR COMPANY, L.L.C. (the Assignor), hereby assigns, sets over, and transfers to THE BANK OF EDWARDSVILLE, an Illinois Banking Corporation (The Bank), its successors and assigns, all of its rights, title, and interest in and to all rentals, charges, claims for rentals, and other monies due or to become due to the undersigned, pertaining to seventeen railcars, listed in Schedule "C", under or arising out of that Net Lease Agreement wherein the Assignor is the Lessor and Rocky Mountain Transportation Services, a Colorado corporation, is the Lessee, said Lease bearing date of October 11, 1995, and all amendments to and renewals thereof, together with all other rights, powers, guaranties, and remedies of the Assignor under the Lease, and together with all the right, title, and interest of the undersigned in and to the Commercial Security Agreement and property therein described as security for the payment of said rentals and other monies, hereby granting full power to The Bank, either in its own name or in the name of the Assignor, to take all legal or other proceedings which the undersigned could have taken but for this assignment, in which case the undersigned shall have no further interest in the Lease, but shall remain liable to observe and perform all the covenants and obligations under the Lease and will be liable for all expenses, including, without limitation, reasonable attorney's fees, incurred by reason of The Bank's exercising its rights as Assignee hereunder. Under no circumstances shall The Bank be required or obligated in any manner to perform any of the obligations of the undersigned pursuant to the

Lease by reason of this assignment. The Bank is irrevocably authorized, but not obligated, at any time to exercise all rights and remedies and collect, compromise, and release all rentals and other monies payable under the Lease and to deal with the Lease in such manner and at such times as The Bank may, in its sole discretion, deem advisable.

The Lease shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver or otherwise, without the prior written consent of The Bank.

The Bank's waiver of any right or power accruing to it hereunder shall not constitute a waiver of any other right or power, and no forbearance, failure to exercise a power, or course of dealing shall be construed as a waiver of any such right or power unless given in writing.

After performance by the Lessee of the Lease of all its obligations in accordance with the terms thereunder, including payment in full of the rentals payable thereunder, The Bank shall have no further right to, or interest in, the property described in the Lease or the salvage value thereunder, if any, except the right to have recourse thereto or to the value of any proceeds thereof, to the extent of the interest of the undersigned or the Lessee therein, for application towards payment of unpaid obligations of the undersigned or the Lessee, as the case may be, to The Bank, if any, and except as follows:

- (1) If, at any time, the Lessee exercises any option it may have to purchase the leased equipment, The Bank shall have a first and prior claim upon and against all monies paid by the Lessee as a result of the exercise of such option at the time such payment is made.
- (2) If, at any time, the leased equipment is returned because of the failure of the Lessee to exercise its option to purchase, or for any other reason, then upon the subsequent sale of said equipment, The Bank shall have a first and prior claim upon and against all monies

paid by any purchaser of the equipment at the time such monies are paid.

Notwithstanding any other provision herein, The Bank acknowledges that the assignment of lease is for collateral security purposes only. As such, assignor shall continue to exercise all rights and shall be entitled to receive all payments under the lease unless and until an event of default shall have occurred under the commercial security agreement dated October 31, 1997 between the assignor and The Bank.

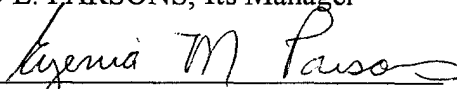
This Assignment is made in accordance with and pursuant to a certain Note and Commercial Security Agreement dated October 31, 1997, between The Bank and the undersigned Assignor.

In Witness Whereof, the undersigned has made and delivered this Assignment this

30th day of October, 1997.

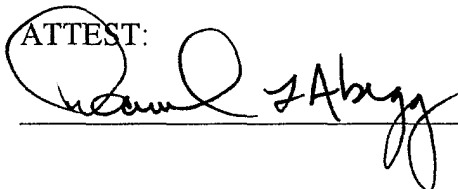
SOUTHERN ILLINOIS RAILCAR COMPANY, L.L.C.,
Assignor

By: 
FRED L. PARSONS, Its Manager

By: 
EUGENIA M. PARSONS, Its Manager

By: 
GARY J. GOODMAN, Its Manager

ATTEST:


Notary Public

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that FRED L. PARSONS, EUGENIA M. PARSONS and GARY J.
GOODMAN, representing themselves to be the duly-elected and acting Managers of
SOUTHERN ILLINOIS RAILCAR COMPANY, L.L.C., and personally known to me to be the
same persons whose names appear on the foregoing instrument, appeared before me this date in
person and acknowledged that they signed, sealed, and delivered the said instrument as their free
and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of October,
1997.

Janice A. Tweedy
Notary Public



SCHEDULE C

Description of Railcars

Seventeen (17) 4,000 cubic foot capacity covered hopper railcars, bearing reporting marks as follows:

SIRX400231
SIRX400234
SIRX400235
SIRX400241
SIRX400252
SIRX400255
SIRX400256
SIRX400261
SIRX400262
SIRX400267
SIRX400268
SIRX400350
SIRX400382
SIRX400384
SIRX400387
SIRX400392
SIRX400396